

## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

**Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

.....  
Registration Number .....  
(hereinafter referred to as the "*Contractor*")

DESCRIPTION OF THE WORKS

The performing of internal and external repairs on the diesel storage tank No. 2 at Polokwane under the control of the engineering fuel Depot Manager, Eastern Region.

Enquiry Number

RFQ No. ERAC NS3446 20147CIDB

Start Date

TBA.....

Completion Date

TBA.....

Number	Heading
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## Part T1: Tendering Procedures

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## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Limited trading as Transnet Freight Rail invites tenders for the emergency civil repairs and maintenance works on an as and when required basis at Pyramid south and surrounding areas for a period of two years under the control of the Real Estate Management, Pretoria.

Tenderers should have a contractor grading of 2ME or higher or 1ME PE or higher. Preferences are offered to tenderers who are in possession of a valid SANAS or IRBA B-BBEE accreditation certificate.

Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Only those tenderers who are registered with the CIDB, or capable of being so prior to evaluation of submissions, in a contractor grading designation equal or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2ME or higher or 1ME PE or higher class of construction work, are eligible to have their tenders evaluated.

On or after **Tuesday, 10<sup>th</sup> November 2015** the RFQ documents may be inspected at, and are obtainable from the office of the Transnet Freight Rail Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg, **free of charge** and will only be available for collection between 08:00 and 15:00 from **Tuesday, 10<sup>th</sup> November 2015** until **Monday, 16<sup>th</sup> November 2015**.

The physical address for collection of tender documents is:

**Transnet Freight Rail Tender Advice Centre  
Inyanda house 1  
Ground floor, 21 Wellington Road  
Parktown, Johannesburg**

Queries relating to the issue of these documents may be addressed to

Mr Nico Swart  
Tel No 012 315 3083  
Fax No. 0867666815 / 0866408798 / 012 3152138  
Email [nico.swart3@transnet.net](mailto:nico.swart3@transnet.net)

A **compulsory clarification meeting/site visit** with representatives of the Employer will take place at on **Tuesday, 17 November 2015**, A **compulsory clarification** meeting with representatives of the Employer will take place at **Polokwane Diesel Depot boardroom, Hospital Street, Polokwane starting at 11h00. Latitude S: 23° 53' 08.05" Longitude E: 29° 26' 35.64"**

The closing time and date for receipt of tenders is **10:00hrs on Tuesday, 24<sup>th</sup> November 2015**.

Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).**

"PREVIEW COPY ONLY"

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail  
Fax No. 0867666815  
Attention: Nico Swart

Project No.: ERAC NS3446 20147CIDB  
Tender No.: ERAC NS3446 20147CIDB  
Closing Date: **24<sup>th</sup> November 2015**

THE PERFORMING OF INTERNAL AND EXTERNAL REPAIRS ON THE DIESEL STORAGE TANK NO 2 AT POLOKWANE UNDER THE CONTROL OF THE ENGINEERING FUEL DEPOT MANAGER, EASTERN REGION

**We:** **Do wish to tender** for the work and shall return our tender by the due date above **Check Yes** ☐  
**Do not wish to tender** on this occasion and herewith return all your documents received **No** ☐

REASON FOR NOT TENDERING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## T1.2 Tender Data (Alternative Method 2)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See [www.cidb.org.za](http://www.cidb.org.za))

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
F.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd</b> (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise:
	<b>Part T: The Tender</b>
	<b>Part T1: Tendering procedures</b>
	T1.1 Tender notice and invitation to tender
	T1.2 Tender data
	T1.3 Tender conditions of tender
	<b>Part T2 : Returnable documents</b>
	T2.1 List of returnable documents
	T2.2 Returnable schedules
	<b>Part C: The Contract</b>
	<b>Part C1: Agreements and contract data</b>
	C1.1 Form of offer and acceptance
	C1.2 Contract Data Part One - Data provided by the <i>Employer</i> .
	C1.2 Contract Data Part Two – Data provided by the <i>Contractor</i>
	<b>Part C2: Pricing data</b>
	C2.1 Pricing Instructions
	C2.2 Bill of quantities
	<b>Part C3: Scope of work</b>
	C3.1 Works information
	C3.2 Technical specifications
	<b>Part C4: Site Information</b>
	C4.1 site information
F.1.4	The <i>Employer's agent</i> is:
	Name: Yvonne Scannell
	Address: Room 222, Nzasm building, c/o Paul Kruger and Minnaar streets, Pretoria, 0001
	Tel No. 012 3152059
	Fax No. 012 3152138

E – mail

Yvonne.scannell@transnet.net

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- F1.6 The competitive negotiation procedure may be applied.
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- F.2.1 Only those tenderers who satisfy the following **eligibility criteria** are eligible to submit tenders:
1. Tender offers will only be accepted if:
    - a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms of f.2.7.
    - b) Whether all technical qualifications and demonstrated experience of key staff in relation to scope of work have been met. Submit a valid trade fitter certificate with proven petroleum installations experience with a minimum of three references.
    - c) A fully completed clause by clause statement of compliance to the Contract Data, Pricing Data, Works information, technical specifications and general specifications has been submitted.
    - d) Whether a risk assessment plan has been submitted and
    - e) Safety Method Statement relevant to Scope of Work has been submitted.
    - f) A CIDB grading certificate for **2ME or 1ME PE** or **higher** to be provided.
  - 2 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated.
    - a) *Contractors* who have a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a **2ME or 1ME PE** class of construction work; and
    - b) *Contractors* registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
      - 1) The *Employer* is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the *CIDB Specification for Social and Economic Deliverables in Construction Works Contracts*; and
      - 2) the *Employer* agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
- Joint ventures are eligible to submit tenders provided that:
1. Every member of the joint venture is registered with the CIDB.
  2. The lead partner has a contractor grading designation in the **2ME or 1ME PE** class of construction work; and
  3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2ME or 1ME PE** class of construction work or a value determined in accordance with Regulation 25

Transnet Freight Rail

Tender Number: ERAC NS3446 20147CIDB

Description of the Works: The performing of internal and external repairs on the diesel storage tank No.2 at Polokwane under the control of the Engineering Fuel Depot Manager, Eastern Region.

(1B) of 25(7A) of the Construction Industry Development Regulations

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.  
Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Failure to complete and sign the attendance certificate attached to this RFQ may lead to declare your tender non-responsive.

F.2.12 No alternative tender offers will be considered

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **black ink**

F.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, plus 1 (one) copy**.

F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

F.2.15.1 If posted, the envelope must be addressed to:  
The Chairperson  
Transnet Freight Rail Acquisition Council  
PO Box 4244  
Johannesburg  
2000

And must be dispatched in time for sorting by the Post Office to reach the Post Office box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council Tender Box which is located in the foyer, and to be addressed as follows:

The Chairperson  
Ground floor, Inyanga House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001

It should be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

Identification details:

The tender documents must be submitted in a sealed envelope labelled with:

- Name of Tenderer: (insert company name)
- Contact person and details: (Insert details)
- The Tender Number: (insert)
- The Tender Description: (insert)

Documents must be marked for the attention of: The Procurement Lead: **Mrs Yvonne**



### Scannell

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager.

### NO LATE TENDERS WILL BE ACCEPTED

F.2.13.6	A two-envelope procedure will not be followed.
F.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 12 weeks, ending on <b>15<sup>th</sup> February 2016</b>
F.2.22	Return all retained tender documents within 28 days after the expiry of the validity period
F.2.23	<p>The tenderer is required to submit with his tender.</p> <ol style="list-style-type: none"><li>1. an <b>original valid</b> Tax Clearance Certificate issued by the South African Revenue Services;</li><li>2. A valid certified SANAS accredited or IRBA B-BBEE approved verification certificate, and</li><li>3. A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour relative to the scope of works</li></ol> <p>Note: Refer to Section T2.1 for List of Returnable Documents</p>
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time 10h00 on the closing date of tender</p> <p>Location: TFR Acquisition Council, Ground floor, Inyanda house, 21 Wellington Road, Parktown, Johannesburg</p>
F.3.11.1	Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated criteria and weightings that are specified in the Tender Data.
F.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2. The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of <math>W_1</math> is:</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that is less than R1,000,000.</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.</p>

**Note**

*In the event that, in the application of the 80/20 preference point system as stipulated **all** tenders received are more than the estimated Rand value of R 1,000,000, the tender invitation must be cancelled.*

**F3.11.9 Scoring Quality (Functionality Criteria)**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;  
MS is the maximum possible score for quality in respect of a submission;  
and  
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**(Functionality) Criteria**

The **Quality (functionality)** criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Sub-criteria	Maximum number of points
Health, risk and safety plan (Safety characteristics) (T2.2-22)	30%	
Method statement (including organization, logistics, and support resources) relevant to scope of work (T2.2-37)	30%	
Practical previous experience in petrochemical environment (T2.2.25)	20%	
Delivery date, delivery period or period of completion	20%	
<b>Maximum possible score for prequalifying Quality</b>	<b>70% Threshold</b>	<b>100</b>

Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- T2.2-22 Health, Risk and Safety assessment plan relevant to scope of work
- T2.2-25 Practical previous experience in petrochemical environment
- T2.2-37 Method Statement (organization, logistics and support sources) relevant to scope of work

**The minimum number of evaluation points for quality is : 70**

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 60, 80 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

**Note: Any tender not complying with all of the above mentioned stipulations, numbered 1 to 3, will be regarded as non-responsive and will therefore not be considered for further evaluation**

F.3.13

Tender offers will only be accepted if:

- a) the tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer does not appear on Transnet list for restricted tenderers.
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

F.3.17

The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

The additional conditions of tender are:

Transnet Freight Rail

Tender Number: ERAC NS3446 20147CIDB

Description of the Works: The performing of internal and external repairs on the diesel storage tank No.2 at Polokwane under the control of the Engineering Fuel Depot Manager, Eastern Region.

- 1 The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the prices stated in the priced Activity Schedule in the *works* Information. The rates (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- 2 PROOF OF COMPETENCE
- 2.1 The Tenderer shall, if requested by Transnet Freight Rail, provide a statement of works successfully executed previously as the evidence of his ability to complete the Works specified in the contract.

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## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

### F.1 General

#### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:**
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.



**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.



#### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with Instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall Initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

- F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.8 Test for responsiveness**
- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
  - has been properly and fully completed and signed, and
  - is responsive to the other requirements of the tender documents.
- F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- F.3.8.3** Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.



### F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

### F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to

F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer

*W1* is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

*A* is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 + \frac{P - P_m}{P_m})$	$A = P_m / P$

<sup>a</sup> *P<sub>m</sub>* is the comparative offer of the most favourable comparative offer.

*P* is the comparative offer of the tender offer under consideration.

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;  
MS is the maximum possible score for quality in respect of a submission; and  
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.



**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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## Part T2: Returnable Documents/Schedules

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"PREVIEW COPY ONLY"

## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1.0 Returnable documents required for tender evaluation purposes

- | No | Returnable Documents   |
|----|--|
| 1  | Letter of Good Standing with the Compensation Commissioner issued by the Department of Labour.   |
| 2  | Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E  |
| 3  | Quality Assurance/control Plan   |
| 4  | Environmental Management Plan  |
| 5  | Proposed Organization and Staffing   |
| 6  | Certified Copy of Share Certificates CK1 & CK2   |
| 7  | Certified Copy of Certificate of Incorporation and CM29 and CM9  |
| 8  | Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)  |
| 9  | Original or certified cancelled cheque OR original or certified letter from the bank verifying banking details (with bank stamp and signature)   |
| 10 | Current and original or certified Tax Clearance Certificate  |
| 11 | Certified VAT registration certificate   |
| 12 | A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company AND/OR certified BBBEE certificate and scorecard from an accredited rating agency |
| 13 | Work Programme (bar chart) and method statement relevant to scope of work.   |
| 14 | An active CIDB grading certificate of 2ME OR 1 ME PE or higher   |
| 15 | Risk, health, safety assessment plan as well as an environmental plan relevant to the scope of works.  |
| 16 | Submit a valid trade fitter certificate with proven petroleum installations experience with minimum of three references.   |

## T2.2 List of Returnable Schedules

### 1. Returnable Schedules

T2.2-1	Changes to tender documents
T2.2-3	Risk Elements
T2.2-4	Availability of equipment and other resources
T2.2-7	Management and CV's of key persons
T2.2-8	Schedule of proposed subcontractors/consultants
T2.2-9	Insurance provided by the Contractor
T2.2-12	Breakdown of P&G items
T2.2-13	<i>Contractor's Works Information</i>
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-20	Quality Plan
T2.2-21	Environmental Management Plan
T2.2-22	Health, Risk assessment and Safety Plan
T2.2-24	Capacity and ability to meet delivery schedule
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-32	Unilateral Non-Disclosure Agreement
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-35	Storage Capacity
T2.2-36	RFP Declaration Form
T2.2-37	Method Statement
T2.2-41	Evaluation Schedule: Approach Paper
T2.2-43	RFQ – Breach of Law
T2.2-49	Transnet Safety Clauses
	Clause by clause statement of compliance to the various specifications. Tenderers shall motivate a statement of non-compliance.

**This schedule is required for payment purposes only:**

- |         |                           |
|---------|---------------------------|
| T2.2-34 | Supplier Declaration Form |
|---------|---------------------------|
- C1.1 Offer portion of Form of Offer & Acceptance
  - C1.2 Contract Data Part 2: Data by *Contractor*
  - C2.2 Bill of Quantities

## T2.2-1: Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed

Date

Name

Position

Tenderer

Tenderers to review the potential risk element associated with the Project (Refer to Clause 63.6). The risk elements are to be priced separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule.

NEW COPY ONLY"

Date \_\_\_\_\_

Position

Tenderer

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item.

[illegible]

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-7: Management & CV's of Key Persons – ECSC<sup>1</sup>

Please describe the management arrangements for the *works*.

Submit the following documents as a minimum with your tender document:

1. An organisation chart showing on-site and off-site management (including the key people and also identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
  - Working with the NEC3 Engineering and Construction Short Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

### Attached submissions to this schedule

Signed

Date

Name

Position

Tenderer

<sup>1</sup>NEC3 Engineering & Construction Short Contract (June 2005).



## T2.2-8: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

Signed

Date

Name

Position

Tenderer

## T2.2-9: Insurance provided by the Contractor

Clause 82.1 in NEC3 Engineering & Construction Short Contract (June 2005) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

Please provide the following details for insurance which the Contractor is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 82.1 of the ECSC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the works,			
Loss of or damage to Equipment, Plant and Materials.			
The Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with this Contractor's Providing the Works.			
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed

Date

Name

Position

Tenderer

Tenderers are to submit a detailed breakdown of the fixed and time related Sums in the Preliminary + General Schedule for evaluation purposes.

The breakdown of the fixed P+G will also be used to help the *Employer* to assess the portion of the fixed amount due in the payment.

NO COPY ONLY

Date \_\_\_\_\_

### Position

Tenderer

**Note to tenderers:** Tenderers are required to provide information to make up the *Contractor's* works information in accordance with the following:

EVIEW COPY ONLY

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Tender Data  
Part T2: Returnable  
Documents/Schedules

## T2.2-14: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A – COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

### A. Certificate for Company

I, \_\_\_\_\_, Chairperson of the board of directors of \_\_\_\_\_  
\_\_\_\_\_ hereby confirm that by resolution of the  
board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in  
the capacity of \_\_\_\_\_, was authorised to sign all documents in  
connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

## T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's Representative* to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

### Particulars of person(s) attending the meeting:

Name		Signature	
Capacity			
Name		Signature	
Capacity			

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

Name		Signature	
Capacity		Date & time	

## T2.2-16: Record of Addenda to Tender Documents

We confirm that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



## T2.2

## SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

1. **Original or certified** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members *[where applicable]*
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 *[name change]*
4. **Certified copy** of Share Certificates [CK1/CK2 if OC]
5. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate *[if applicable]*

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

Company Trading Name						
Company Name	Registered					
Company Registration Number or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						



Bank Name		Bank Account Number	
Postal Address			Code
Physical Address			Code
Contact Person			
Designation			
Telephone			
Email			
Annual Turnover Range (Last Financial Year)	< R5 Million	R5-35 million	> R35 million
Does Your Company Provide	Products	Services	Both
Area Of Delivery	National	Provincial	Local
Is Your Company A Public Or Private Entity	Public	Private	
Does Your Company Have A Toy Directive Or IRP30 Certificate	Yes	No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)			
BEE Ownership Details			
% Black Ownership	% Black women ownership	% Disabled person/s ownership	
Does your company have a BEE certificate	Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)			
How many personnel does the firm employ	Permanent	Part time	
Transnet Contact Person			

Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

"PREVIEW COPY ONLY"

## T2.2-17: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** . . . . .

**Section 2: VAT registration number, if any:** . . . . .

**Section 3: CIDB registration number, if any:** . . . . .

### Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 5: Particulars of companies and close corporations

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

### Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province |   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Enterprise name \_\_\_\_\_

## T2.2-20: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

**Attached submissions to this schedule:**

"PREVIEW COPY ONLY"

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## T2.2-21: Evaluation Schedule: Environmental Management Plan

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
2. By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statements and environmental specifications.
3. The tenderer must demonstrate the required level of expertise and experience to overall construction environmental management process.
4. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications
5. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy, as part of the overall quality management system.
6. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet **policy statements and environmental specifications**.

The scoring of the Tenderer's Environmental Management Plan will be as follows:

<b>Poor</b> (score 40)	Environmental Management Plan unlikely to ensure compliance with stated <i>Employer's Works Information</i>
<b>Satisfactory</b>	Environmental Management Plan possibly able to ensure compliance with

<b>(score 70)</b>	stated <i>Employer's</i> Works Information
<b>Good (score 90)</b>	Environmental Management Plan likely to ensure compliance with stated <i>Employer's</i> Works Information
<b>Very good (score 100)</b>	Environmental Management Plan most likely to ensure compliance with stated <i>Employer's</i> Works Information

Attached submissions to this schedule:

Tenderer \_\_\_\_\_

## T2.2-22: Health, Risk and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

**Note to tenderers:**

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

Date \_\_\_\_\_

Position

Tenderer

**Note to tenderers:**

**Index of documentation attached to this schedule:**

Index of documentation attached to this schedule:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name	Position
------	----------

Tenderer

## T2.2-27: Broad-Based Black Economic Empowerment (B-BBEE)

### B-BBEE and preferencing scheme:

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a B-BBEE Accreditation Certificate. All procurement and disposal transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit tenders for its various capital expenditure programmes, it urges tenderers (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems) under the auspices of the Department of Trade and Industry) and IRBA (Independent Regulatory Board for Auditors).

In terms of Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies or Registered Auditors approved by IRBA will be valid.

**All certificates are to display the B-BBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRBA number.**

Enterprises will be rated by such agencies based on the following:

Scorecard Types	Exempted Micro Enterprise	Qualifying Small Enterprise	Generic Construction
<b>Discipline</b>	Parameters are based on annual turnover of the Measured Entity		
<b>Contractor</b>	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
<b>Built Environment Professionals (BEP)</b>	Annual turnover < R 1,5 million	Annual turnover > R 1,5 million and equal to or , < R 11,5 million	Annual turnover > R 11,5 million



**a) Large Enterprises**

- Rating level based on all seven elements of the B-BBEE scorecard

**b) Qualifying Small Enterprises – QSE**

- Rating level based on any four of the elements of the B-BBEE scorecard

**c) Exempted Micro Enterprises –**

- EMEs are exempted from B-BBEE accreditation as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above:

- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- Tenderers anticipating tendering as a trust, consortium or joint venture must allow sufficient time for obtaining such status level certificate or consolidated B-BBEE scorecard.

Respondents must furnish B-BBEE certificates for all proposed subcontractors / sub-consultants. A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting / sub-consulting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

Respondents will be required to furnish proof to Transnet (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:

1. The Accounting Officer's or Registered Auditor's letter head with full contact details;
2. The Accounting Officer's or Registered Auditor's practice numbers;
3. The name and the physical location of the measured entity;
4. The registration number and, where applicable, the VAT number of the measured entity;
5. The date of issue and date of expiry;
6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
7. The total black shareholding and total black female shareholding.

Turnover:

Kindly indicate your company's annual turnover for the past year

ZAR.

- For Contractors:
  - With an annual turnover >R5m, please attach an status level verification certificate issued by a SANAS Accredited Verification Agency together with all the relevant score sheets pertaining thereto;
  - With an annual turnover <R5m, please attach a verification certificate issued by a Registered Auditor, Accounting Officer or a SANAS Accredited Verification Agency which meets the definition for EME certificates mentioned above.
- For BEPs:
  - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
  - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

In addition to the status level verification certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's

("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

Transnet will use the DTI B-BBEE IT Portal as a single data source for its B-BBEE supplier selection criteria and procurement improvement programme by tracking compliance, understanding spend and by sourcing future procurement opportunities.

**Instructions for registration and obtaining a DTI B-BBEE Profile:**

1. Go to <http://bee.thedti.gov.za>;
2. Click on B-BBEE Registry;
3. Click on *Register or Login*;
4. Click on *Click Here to Register*;
5. Complete the registration page;
6. Once registered, click on *List on Registry*;
7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile.

Signed

Date

Name

Position

Tenderer

## T2.2-31: Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### ***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

#### ***1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

**2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting).

**3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **Conflicts of Interest**

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_  
(insert name of Director or as per Authority Resolution from Board of Directors) (insert name of Company)

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature



## T2.2-32: Unilateral Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**Transnet SOC Ltd** (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, Gauteng, Republic of South Africa,

hereinafter referred to as the "**disclosing party**"

and

..... (Registration No. ....) a private company incorporated and existing under the laws of South Africa having its principal place of business at .....

hereinafter referred to as the "**receiving party**."

### 1. Purpose

The parties to this Agreement have a business relationship under which the disclosing party may provide its Confidential Information to the receiving party for the purpose of planning, developing and/or constructing [.....] ("the Purpose"). The receiving party shall treat as confidential all information and know-how which it may receive from the disclosing party in terms of this Agreement (hereinafter referred to as "Confidential Information"), and shall not divulge to any other party in any circumstances any such Confidential Information, and, in particular, any such Confidential Information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

"Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets,

software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

### 3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- is approved for release by the disclosing party in writing.

### 4. Non-Disclosure of Confidential Information

- 4.1. The receiving party to this Agreement agrees not to use the Confidential Information disclosed to it by the disclosing party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. The receiving party will not disclose any Confidential Information of the disclosing party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. The receiving party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the disclosing party is disclosed or who have access to Confidential Information of the receiving party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. The receiving party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the disclosing party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information. The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of such Confidential Information of the disclosing party which may come to its attention.

### 5. Promotion of Access Information Act, No.2 of 2000

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party, in writing, to be Confidential Information, shall be deemed to be Confidential Information.

- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in the event that the receiving party receives a request for the whole or any part of the Confidential Information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.4 below, the disclosure of Confidential Information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.3 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the Confidential Information in terms of Act No.2 of 2000.

## 6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

## 7. Mandatory Disclosure

In the event that the receiving party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt notice so that the disclosing party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

#### **8. Variation, Addition or Cancellation**

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

#### **9. No License Granted**

Nothing in this Agreement is intended to grant any rights to the receiving party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant the receiving party any rights in or to the disclosing party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

#### **10. No Representations**

The disclosing party makes no representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder and shall have no liability to the receiving party arising from, or related to the use of Confidential Information provided hereunder.

#### **11. Term**

The foregoing commitments of the parties in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

#### **12. Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that the Confidential Information disclosed under this Confidentiality Agreement may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

#### **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

#### **14. Disputes**

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the

Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

#### 15. Remedies

The receiving party agrees that its obligations hereunder are necessary and reasonable in order to protect the disclosing party and its business, and expressly agrees that monetary damages may be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, the receiving party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

## T2.2-33: Mutual Non-Disclosure Agreement

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**Transnet SOC Ltd** (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

..... (Registration No. ....), a  
private company incorporated and existing under the laws of South Africa having its principal place of  
business at .....



## Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing a new [.....] ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

## Definition

"**Confidential Information**" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

## Exclusions

Confidential Information does not include information, technical data or know-how which:

- is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- is approved for release by the disclosing party in writing.

## Non-Disclosure of Confidential Information

The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

#### **Promotion of Access to Information Act, No.2 of 2000**

All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

#### **Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

#### **Mandatory Disclosure**

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of

the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

#### **Variation, Addition or Cancellation**

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

#### **No License Granted**

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

#### **No Representations**

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

#### **Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

#### **Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

#### **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

### Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

### Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

**Note to tenderers:**

Index of documentation attached to this schedule:

Date \_\_\_\_\_

Position

Tenderer

"PREVIEW COPY ONLY"

## T2.2-36: RFQ DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation (RFQ);
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]*

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

For and on behalf of ..... duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

## T2.2-37: Method Statement

### Note to tenderers:

#### Method statement

In addition to general methodology for the project please provide specific information for the following points:

1. ....
2. ....

Contract Administrator to Insert required data

Signed

Date

Name

Position

Tenderer

## T2.2-41: Evaluation Schedule: Approach Paper

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to programme, with specific reference to meeting key dates and method statement in respect of the : the performing of internal and external repairs on the diesel storage tank No.2 at Polokwane under the control of the Engineering Fuel Depot Manager, Eastern Region

The approach paper should articulate what the tenderer will provide in achieving the stated objectives for the project which should include a high level project schedule and cash flow.

The tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	<b>Technical approach and methodology</b>
<b>Poor</b> <b>(score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
<b>Satisfactory</b> <b>(score 70)</b>	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.  The quality plan, manner in which risk is to be managed etc. is too generic.
<b>Good</b> <b>(score 90)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the

	critical characteristics of the project.
<b>Very good (score 100)</b>	<p>Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.</p> <p>The approach paper details ways to improve the project outcomes and the quality of the outputs</p>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

"PREVIEW COPY ONLY"

## T2.2-43: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

I / We \_\_\_\_\_ do hereby certify  
that *I/we have/have not been* found guilty during the preceding 5 (five) years of a serious breach of  
law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal  
or other administrative body. The type of breach that the Respondent is required to disclose excludes  
relatively minor offences or misdemeanours, e.g. traffic offences.

*Where found guilty of such a serious breach, please disclose:*

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent  
from the bidding process, should that person or company have been found guilty of a serious breach  
of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

## T2.2 TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS

### CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the Contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The Contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Limited.
- 10) The Contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Limited immediately with full particulars

of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) **The Fall Protection Plan shall include:**
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub-Contractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub-Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) ***No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.***
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation



- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) ***A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.***
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

### Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
<b>1. OH&amp;S Policy and Management</b>		
- <b><i>Is there a written company health and safety policy?</i></b> - If yes provide a copy of the policy		
- <b><i>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</i></b> - If yes provide details		
- <b><i>Is there a company OH&amp;S Management System, procedures manual or plan?</i></b> - If yes provide a copy of the content page(s)		
- <b><i>Are health and safety responsibilities clearly identified for all levels of Management and employees?</i></b> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b><i>Are safe operating procedures or specific safety instructions</i></b>		

<b>relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
<b>- Is there a register of injury document?</b> If yes provide a copy		
<b>- Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details		
<b>3. OH&amp;S Training</b>		
<b>Describe briefly how health and safety training is conducted in your company:</b>		
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b> - If yes provide examples of safety training records		
<b>4. Health and Safety Workplace Inspection</b>		
<b>- Are regular health and safety inspections at worksites undertaken?</b> -If yes provide details		
<b>- Is there a procedure by which employees can report hazards at workplaces?</b> - If yes provide details		
<b>5. Health and Safety Consultation</b>		
<b>- Is there a workplace health and safety committee?</b>		
<b>- Are employees involved in decision making over OH&amp;S matters?</b> - If yes provide details		
<b>- Are there employee elected health and safety representatives?</b> - Comments		
<b>6. OH&amp;S Performance Monitoring</b>		
<b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b> - If yes provide details		
<b>- Are employees regularly provided with information on company</b>		

<b>health and safety performance?</b> - If yes provide details		
<b>Is company registered with workmen's compensation and up to date?</b> - If yes provide proof of letter of good standing		
<b>- Has the company ever been convicted of an occupational health and safety offence?</b> - If yes provide details		

### Safety Performance Report

#### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

**DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period**

Signed  
(Tenderer)

---

## Part C1: Agreement & Contract Data

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"PREVIEW COPY ONLY"

## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

THE PERFORMING OF INTERNAL AND EXTERNAL REPAIRS ON THE DIESEL STORAGE TANK NO 2 AT POLOKWANE UNDER THE CONTROL OF THE ENGINEERING FUEL DEPOT MANAGER, EASTERN REGION

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness:

Date: \_\_\_\_\_

Tenderer's CIDB registration number:



## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Employer

Transnet Freight Rail, A division of Transnet SOC Limited, NZASM building, C/o Paul Kruger  
and Minnaar Streets, Pretoria.

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter, whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the Tenderer:

### For the Employer

Signature _____ Name _____ Capacity _____ (Insert name and address of organisation) On behalf of _____ Name & signature of witness _____ Date _____	_____ _____ _____ (Insert name and address of organisation) Transnet Freight Rail, A division of Transnet SOC Limited, C/o Paul Kruger and Minnaar Streets, Nzasm building, Pretoria. _____ _____ _____
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## C1.2 Contract Data

### Data provided by the *Employer*

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Clause	Statement	Data
<b>General</b>		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option and secondary Options	B: <b>Priced contract with bill of quantities</b>  X: <b>Delay damages</b> X16 <b>Retention</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) <sup>2</sup>	
10.1	The <i>Employer</i> is  Address  Having elected its Contractual Address for the purposes of this contract as    Tel No. Fax No.	<b>Transnet SOC Ltd</b>  <b>Registered address:</b> <b>Carlton Centre</b> <b>150 Commissioner Street</b> <b>Johannesburg</b>  <b>Transnet Freight Rail</b> <b>Cnr Paul Kruger and Minnaar Streets</b> <b>Pretoria</b> <b>0001</b>  <b>Postal Address:</b>  <b>Private Bag X34</b> <b>Pretoria</b> <b>0001</b>  <b>012 3152059</b>  <b>012 3152134 / 0866408798</b>
11.2(11)	The <i>works</i> are	<b>The provision of internal and external repairs on the diesel storage tank No 2 at Polokwane under the control of the Engineering Fuel Depot Manager, Eastern Region.</b>
11.2(13)	The Works Information is in	<b>The document called 'Works Information' in Part 3 of this contract.</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 012 315 2059, Fax 012 3152134.

11.2(12)	The Site Information is in	The document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	The diesel storage tank No. 2 at Polokwane in the document C4 called site information
30.1	The <i>starting date</i> is	TBA
11.2(2)	The <i>completion date</i> is	TBA
13.2	The <i>period for reply</i> is	2 weeks
14.4	The <i>Employer's</i> representative is (name)	Sanele Mazibuko
	Address	Polokwane Fuel Depot
	Tel No.	033 897 2263 / 060 544 5964 / 060 560 2865
	Fax No.	
	The authority of the <i>Employer's</i> representative is	The <i>Employer's</i> representative is delegated to carry out all the actions of the <i>Employer</i> as stated in this contract with the exception of those required by clause 51.1, 81.1, 90, 91, 92 & 93
40	The <i>defects date</i> is	52 weeks after Completion.
41.3	The <i>defect correction period</i> is	2 weeks.
50.1	The <i>assessment day</i> is on the	13 <sup>th</sup> of each month.
50.5	The <i>delay damages</i> are	R2,000.00 per day.
50.6	The retention is	10% on the total value of the contract
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.
51.4	The interest rate on late payment is	The prime lending rate of the Standard Bank of South Africa.
82.1	The <i>Employer</i> provides this insurance	
	1 Insurance against:	Loss of or damage to the <i>works</i> , Plant and Materials is as stated in the PCI insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)

2	Insurance against:	Loss of or damage to property (except the <i>works</i> , plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising out of or in connection with the PCI performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the PCI insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the PCI insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the PCI insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	As stated in the PCI insurance policy for Contract Works / Public Liability
82.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li>1. Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected</li> <li>2. Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the Employer that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</li> </ol>

3. Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor
4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000
5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*

93.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
93.2(2)	The <i>Adjudicator</i> nominating body is:	The Association of Arbitrators (Southern Africa)
93.4	The <i>tribunal</i> is:	Arbitration
If the tribunal is arbitration complete this data	The <i>arbitration procedure</i> is:	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)

### Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

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10.1 The Contractor is (Name):

Address

Tel No./ Cell No

Fax No.

E-mail address

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<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option L	4
C2.2	The <i>bill of quantities</i>	2

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## C2.1 Pricing instructions: Option B

### 1. The *conditions of contract*

#### 1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"><li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

#### 1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

#### 1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of



disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## 2. Measurement and payment

### 2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilo Pascal
kW	kilo Watt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	mega Newton
MN.m	mega Newton-metre
MPa	mega Pascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only

<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

sum	Lump sum
t	ton (1000kg)
W/day	Work day
Ea	Each
Set	Set
Day	Work day

## 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

## C2.2 the *bill of quantities*

Item No.	Description of Work	Unit	Qty	Rate per unit	Total Price
<b>A</b>	<b>SECTION A: PRELIMINARY &amp; GENERAL</b>				
A1	Site Safety file & Supervision.	Sum	1		
A2	Site establishment & de-establishment	Sum	1		
A3	Provision of QA & as built Data pack	Sum	1		
<b>B</b>	<b>SECTION B: TANK FOUNDATION</b>				
B1	Remove existing water proofing membrane covering chime/foundation interface	Sum	1		
B2	Repair cavities in foundation and paint according to Transnet specification	Sum	1		
B3	Replace seal between external foundation and tank base and cover it with Dense wrapping tape	Sum	1		
B4	Test tank earthing and provide results	Sum	1		
<b>C</b>	<b>SECTION C: BOTTOM PLATES</b>				
C1	Replace striker plate with a 300 x 300 x 8mm welded plate and having rounded corners.	Each	1		
C2	Repair undercut on shell to bottom weld by overlay welding and grind	Sum	1		
C3	Install and weld pads for drain pipe support brackets (150mm x 150mm x 6mm)	Each	2		
C4	Internally epoxy-line tank bottom and 1 meter of shell	Sum	1		
<b>D</b>	<b>SECTION D: SHELL</b>				
D1	Calibrate the storage tank, develop new strapping table accordingly and provide report and certificate	Sum	1		
D2	Install pads for ATG bracket, including touch up painting after welding the pads	Sum	1		

D3	Install Data plates which comply with API 650 and API 653	Sum	1		
E	<b>SECTION E: ROOF</b>				
E1	Replace damaged free vent screen	Each	1		
F	<b>SECTION F: VALVES/NOZZLES</b>				
F1	Install a diffuser on the inlet nozzle	Each	1		
F2	Grind and re-weld the internal weld on inlet nozzle	Each	1		
F3	Repair porosity and a crack noted on outlet nozzle internal weld	Sum	1		
F4	Install and replace both inlet and outlet Thermal relief valve/system – (1"). With welded and flanged design.	Each	2		
F5	Clean and grease tell-tale holes	Sum	1		
F6	Install new bolts and apply "copper slip" or similar rust inhibiting agent to bolts nuts and washers on tank inlet and outlet isolation valves	Sum	1		
F7	Replace old gaskets with new ones and services valves before returning tank to service	Sum	1		
F7	Remove tank inlet and outlet valves, service pressure test and provide certification	Sum	1		
<b>Total amount (Excl. VAT)</b>					
<b>VAT @ 14%</b>					
<b>Total (Incl. VAT)</b>					

## C3: Scope of Works

### C3.1 Works Information

#### 1 Description of the Works

Where applicable in the attached *bill of quantities*, the *Contractor* shall perform the following:

This specification covers the requirements for the repairs on the bulk diesel storage tank No.2 at Polokwane diesel depot, including tank calibration and provision of strapping table under the control of the Engineering Fuel Depot Manager, Eastern Region. Polokwane terminal is located at Polokwane local Municipality in the Limpopo Province at the following location:

Latitude S: 23° 53' 08.05", Longitude E: 29° 26' 35.64".

The ways and means by which the above-mentioned results are obtained are the responsibility of the *Contractor*. Transnet however shall have the right to monitor the materials and activities of the *Contractor* to ascertain that all procedures are in accordance with his/her tender, the relevant legislation are conducive to the achievement of the contract. Such right of monitoring shall be entirely without prejudice to Transnet and shall in no way relieve the *Contractor* from his/her responsibility.

#### 1.1 The Works includes the following:

- 1.1.1 The Works entails the performing of internal and external repairs on Polokwane Diesel Storage Tank number 2 as per API 653 Inspector recommendations and scope of work as outlined in this document.
- 1.1.2 Prior to performing the repairs the Contractor has to provide a Tank's Gas free test certificate issued by a trained Issuing Authority, this certificate is required when any hot work is done in a hazardous area where presence of vapours may be of concern, entry into, or work is required in any confined space and there is a possibility of toxic vapours and there is a possibility of a lack of oxygen.
- 1.1.3 The Contractor must provide for their own draining equipment (portable pumps etc.) as the two tanks are interconnected and Tank 1 is currently in service.
- 1.1.4 Assembly all safety files and adherence to all safety regulations for the duration of the project.
- 1.1.5 Control of works for the duration of the project.
- 1.1.6 Provide weekly an updated construction programme.
- 1.1.7 Provide site specific PPE for contract workers for the duration of the project.

#### 1.2 APPLICABLE STANDARDS AND SPECIFICATIONS:

- 1.2.1 All welding to meet the requirements of ASME 1X for procedure and welder qualification.
- 1.2.2 Low hydrogen consumables only E7018 to be used for all weld repairs.
- 1.2.3 Electrodes to be baked prior to use as per manufacturer's recommendation.

- 1.2.4 All material Carbon steel to SANS 1413 Gr 300WA and of 6mm thickness.
- 1.2.5 Patch plates to have full continuous fillet welds. Leg length and throat thickness 6mm.
- 1.2.6 Patch plates to have at least 25mm overlap around patch location.
- 1.2.7 Pits greater than 2mm to be repaired by overlay welding.
- 1.2.8 All plate corners minimum 50mm radius.
- 1.2.9 All non-circular repair plate corners minimum 50mm radius.
- 1.2.10 Completed welds repairs will be inspected and subjected to acceptance upon API inspection.
- 1.2.11 API report will be available to a successful bidder upon request.

### 1.3 PROPOSED SCOPE OF WORK

The following summarizes the minimum scope of work that is to be performed on Tank 2 at Polokwane diesel depot.

#### 1.3.1 TANK FLOOR

##### 1.3.2 Foundation

- 1.3.2.1 Remove existing water proofing membrane covering chime/foundation interface.
- 1.3.2.2 Repair cavities in foundation and paint according to Transnet specification.
- 1.3.2.3 Replace seal between external foundation and tank base and cover it with Denso wrapping tape so as to prevent water ingress and tank corrosion.
- 1.3.2.4 Test tank earthing and provide results.

##### 1.3.3 Bottom Plates

- 1.3.3.1 Replace striker plate with a 500mm X 300mm plate welded right round and having rounded corners.
- 1.3.3.2 Repair undercut on shell to bottom weld on the southern side.
- 1.3.3.3 Consider increasing the water drain pipe clearance from sump bottom to 100mm.
- 1.3.3.4 Replace water drain pipe brackets welded directly on the floor with brackets welded on pads.
- 1.3.3.5 Epoxy-line tank bottom and 1 meter of shell.

##### 1.3.4 SHELL

- 1.3.4.1 Develop new strapping table, calibrate Varec gauge and Tank accordingly and provide certificates.
- 1.3.4.2 Install pads for ATG brackets
- 1.3.4.3 Install data plates which comply with API 650 and API 653 standards.

##### 1.3.5 ROOF

- 1.3.5.1 Replace damaged screen at free vent.

##### 1.3.6 VALVES/NOZZLES



- 1.3.6.1 Install a diffuser on the inlet nozzle.
- 1.3.6.2 Grind and re-weld the internal weld on inlet nozzle.
- 1.3.6.3 Repair porosity and a crack noted on outlet nozzle internal weld.
- 1.3.6.4 Install and replace both inlet and outlet Thermal Relief valves (1 inch) with welded and flanged design.
- 1.3.6.5 Clean and grease tell-tale holes.
- 1.3.6.6 Replace old gaskets and bolts with new ones and service valves before returning tank to service.
- 1.3.6.7 Install new bolts and apply "copper slip" or similar rust inhibiting agent to bolts, nuts and washers on tank inlet and outlet isolation valves.
- 1.3.6.8 Remove inlet and outlet valves for servicing, pressure testing and certifying.

## 2 Drawings:

Transnet Freight Rail drawings

- None

## 3 Specifications

### 3.1 Transnet Freight Rail specifications:

- Transnet Specification E 4B Minimum communal health requirements in areas outside the jurisdiction of a local authority: temporary facilities for *Contractor's* personnel. (Available on request)
- Transnet Specification E 4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations. (Available on request)
- Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment-BBDO 810/ (old E7/1) 9(Available on request).

## 4 Constraints on how the *Contractor* Provides the Works

- 4.1 The *Contractor* shall supply a site diary (with triplicate pages). This book shall be used to record any unusual events during the period of the *Works*. Any delays to the *Works* shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Employer's Deputy* or *Supervisor* must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the *Employer's Deputy* or *Supervisor* in writing.
- 4.2 The *Contractor* shall supply a site instruction book (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for



example the quality of *Works* or the placement of equipment. This book shall be filled in by the *Employer's Deputy* or *Supervisor* and must be countersigned by the *Contractor*.

4.3 Both books mentioned in 4.1 and 4.2 shall be the property of Transnet Freight Rail and shall be handed over to the *Employer's Deputy* or *Supervisor* on the day of energising or handing over.

4.4 The successful *Contractor* shall provide a Gantt or a similar chart as well as a method statement showing how the works will be completed and when the *Works* will be done. A final chart should be submitted to the *Employer's Deputy* or *Supervisor* within 7 days after the award has been made to the successful *Contractor*.

## 5 REQUIREMENTS FOR THE PROGRAMME

Programme of <i>Works</i> :	To be submitted by successful <i>Contractor</i>
Format:	Gantt chart with method statement
Information :	How <i>Works</i> is going to be executed.
Submission:	Immediately after the award of contract
Site diary:	Successful <i>Contractor</i> to supply in triplicate carbon copies
Site instruction book:	Successful <i>Contractor</i> to supply in triplicate carbon copies.

## 6 Services and other things provided by the *Employer*

6.1 The *Employer* will not provide any material or equipment to complete the whole of the works.

6.2 Work program:

Acceptance of any program by the *Employer's Deputy* shall have no contractual status other than an indication that the *Employer's Deputy* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program. The *Employer's Deputy* retains the right to alter the accepted program should circumstances on site necessitate such a change.

6.3 The *Contractor's* invoices

6.3.1 When the *Employer's Deputy* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

6.3.2 The invoice must correspond to the *Employer's Deputy's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

6.3.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and

- The Contract number (to be advised)

6.3.4 The invoice contains the supporting detail.

6.3.5 The invoice is presented either by post or by hand delivery.

6.3.6 Insurance:

6.3.7 Works and Public liability to be arranged.

## **7 Property affected by the service**

7.1 The works shall be performed at Polokwane local Municipality in the Limpopo Province at the following location:

Latitude S: 23° 53' 08.05", Longitude E: 29° 28' 35.64".

7.2 Access limitations

- All staff to be inducted before entering the site and access permits will be arranged with the client through TFR's Site Agent.

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## C4: Site Information

### C4.1: Information about the *site* at time of tender which may affect the work in this contract

- 1 The works shall be performed at Polokwane terminal is located at Polokwane local Municipality in the Limpopo Province at the following location:  
Latitude S: 23° 53' 08.05", Longitude E: 29° 26' 35.64".
- 2 Access limitations
  - All staff to be inducted before entering the site and access permits will be arranged with the client through TFR's Site Agent.
- 3 Ground conditions in areas affected by work in this contract
  - n/a.
- 4 Hidden and other services within the *site*
  - n/a

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# CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE NEC3 ECSC GENERAL CONDITIONS OF CONTRACT

The performing of internal and external repairs on the diesel storage tank No 2 at polokwane under the control of the Engineering Depot Manager, Eastern Region

## EC NEC GENERAL CONDITIONS OF CONTRACT

Item	Comply	Doesn't Comply	Comment
<b>C1.2 CONTRACT DATA</b>			
Part One - Data provided by the employer			
General			
clause 10.1: the employer			
Clause 10.1: The Service Manager			
Clause 11.2(2)			
Clause 11.2(13)			
Clause 11.2(12) The site information is in			
Clause 11.2(12) The site is			
Clause 13.2 The period for reply is			
Clause 14.4			
Part 2: the Contractor's main responsibilities			
Clause 40			
Clause 41.3			
Clause 50.1: The assessment day is on the			
Clause 50.5: The delay damages are			
Clause 50.6 : The retention is			
Clause 51.1: The currency of this contract is			
Period within which payments are made is			
Clause 51.4: The interest rate is			
Clause 93.1 The employer provides this insurance			
Clause 93.1 The employer provides this insurance			
Clause 93.1: The Adjudicator is			
Clause 93.2(2) The adjudicator nominating body is			
Clause 93.4 The tribunal is			
The arbitration procedure is			
Clause 10.1			
Pricing Data			
1 the conditions of contract			
Clause 11			
Clause 11.2 Identified and defined terms			
Clause 12 function of the Bill of quantities			
Guidance before pricing and measuring			
2 Measurement and payment			
2.1 Symbols			
Clause 2.2 General Assumptions			
Clause 2.2.1			
Clause 2.2.2			
Clause 2.2.3			
Clause 2.2.4			
Clause 2.2.5			

Clause 2.2.6			
Clause 2.2.7			
C2.2 The bill of quantities			
C# Scope of Works			
C3.1 Works information			
Clause 1: Description of the Work			
clause 1.1: the works includes the following			
Clause 1.1.1			
Clause 1.1.2			
Clause 1.1.3			
Clause 1.1.4			
Clause 1.1.5			
Clause 1.1.6			
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